

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: JULY 28, 2014

AGENDA ITEM NUMBER: 9-ABC&D

SUBJECT:

- A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)**
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)**
- C. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)**
- D. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: *Recommend Approval*

SUMMARY OF INFORMATION:

The attached resolutions ratify and authorize execution of interlocal agreements between Forsyth County, on behalf of its Sheriff's Office, the Village of Clemmons and the Towns of Lewisville, Rural Hall and Walkertown to provide law enforcement services within each of the municipalities.

Clemmons- The interlocal agreement provides one (1) Sergeant, one (1) Corporal, two (2) Investigators and nine (9) Deputy Sheriffs from July 1, 2014 through June 30, 2015. The agreement also provides that the Village of Clemmons reimburses the County for the full cost of the personnel including administrative costs (\$1,058,629-estimated first year cost).

Rural Hall- The interlocal agreement provides for two (2) Deputy Sheriffs from July 1, 2014 through June 30, 2017. The agreement also provides that the Village of Clemmons reimburses the County for the full cost of the personnel including administrative costs (\$141,897-estimated first year cost).

Walkertown- The interlocal agreement provides for one (1) Deputy Sheriff from July 1, 2014 through June 30, 2017. The agreement also provides that the Village of Clemmons reimburses the County for the full cost of the personnel including administrative costs (\$43,955-estimated first year cost).

Lewisville- The interlocal agreement provides for one (1) Corporal and five (5) Deputy Sheriffs from July 1, 2014 through June 30, 2017. The agreement also provides that the Town of Lewisville reimburses the County for the full cost of the personnel including administrative costs (\$513,085-estimated first year cost).

ATTACHMENTS: YES NO

SIGNATURE: _____

J. Kennedy White, Jr. / cdh
COUNTY MANAGER

DATE: July 23, 2014

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS
FOR COMMUNITY POLICING SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Village of Clemmons for the provision of thirteen (13) law enforcement officers by the Forsyth County Sheriff's Office, including one sergeant, one corporal, two investigators and nine deputies, to provide law enforcement services within the corporate boundaries of the Village of Clemmons for a one year period from July 1, 2014 through June 30, 2015 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Village of \$1,058,629, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the attached agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2015-0021-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Village of Clemmons is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 28th day of July 2014.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2014, by and among THE VILLAGE OF CLEMMONS, hereinafter referred to as "THE VILLAGE" and FORSYTH COUNTY, hereinafter referred to as "THE COUNTY," on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "FCSO" as follows:

WITNESSETH:

WHEREAS THE VILLAGE has a desire and a need to provide law enforcement officers within its corporate boundaries in order to keep the peace, to enforce the criminal laws of the State of North Carolina, to enforce the ordinances established by THE COUNTY and THE VILLAGE and to maintain order in their Village; and

WHEREAS THE COUNTY is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, et.seq; and

WHEREAS THE COUNTY acting through the FCSO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from the Sheriff's Office to be assigned to THE VILLAGE at the expense of THE VILLAGE;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE VILLAGE AGREES:

- A. To reimburse THE COUNTY for 100% of the contracted costs for law enforcement officers, which costs include: the officers' salaries and employee benefits, their uniforms, equipment, and vehicle replacement that is considered standard issue equipment; and all other operating and administrative expenses listed on Attachment A for one (1) Sergeant, one (1) Corporal, two (2) Investigators and nine (9) Deputy Sheriff's as estimated in Attachment A. In the event that more officers are requested to be assigned, the costs will be itemized for each additional officer requested to be assigned to THE VILLAGE;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE VILLAGE as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event THE VILLAGE requests assignment to it of additional officers beyond the number identified in this Agreement, THE VILLAGE agrees to pay those additional costs associated with those additional officers as are designated by THE COUNTY. Actual costs shall be determined according to Section IV hereinbelow.

II. FORSYTH COUNTY AGREES:

- A. To provide one (1) Sergeant, one (1) Corporal, two (2) Investigators and nine (9) Deputy Sheriffs, fully equipped and fully trained law enforcement officers for duty in THE VILLAGE as soon as possible after the date of this agreement.

- B. To provide to THE VILLAGE, on a regular basis, statistical information relevant to the activities within the corporate limits of THE VILLAGE.
- C. To provide the necessary Police Professional Liability Insurance to protect THE COUNTY and the FCSO.

III. THE PARTIES AGREE:

That the law enforcement officers assigned to THE VILLAGE pursuant to this Agreement remain employees of the Forsyth County Sheriff at all times during the term of this Agreement. Under the general concept of community-based policing, these officers will be responsible for performing law enforcement duties within THE VILLAGE to include, but not be limited to: patrolling within THE VILLAGE; answering calls for service within THE VILLAGE; conducting general security checks within THE VILLAGE; and providing information and education to the public within THE VILLAGE and otherwise interacting with residents and visitors within THE VILLAGE. The VILLAGE agrees to obtain prior written approval from the Sheriff or his designee before assigning an officer provided under this Agreement to perform other or additional duties.

Notwithstanding the above, the parties understand and agree that the Forsyth County Sheriff's primary responsibility at all times is law enforcement and safety within all of Forsyth County and that circumstances may arise wherein the Sheriff determines it necessary to reassign one or more officers from THE VILLAGE for a given period of time in order to meet that primary responsibility.

IV. METHOD OF PAYMENT OF REIMBURSABLE EXPENSES

- A. It is understood and agreed that the estimated cost to THE VILLAGE shall be described in Attachment A for the upcoming year and for each following year of the contract.
- B. The parties agree that on or prior to March 31st, THE COUNTY will provide THE VILLAGE with an estimate of the costs which will be due and payable from THE VILLAGE to THE COUNTY for the provision of services under this Agreement for each subsequent twelve-month period of the Agreement. The parties agree that the actual costs of the providing services under this Agreement cannot be known prior to the completion of any particular twelve-month (June 30 – July 1) period of the Agreement. The parties agree that THE COUNTY will invoice THE VILLAGE on a quarterly basis for 25% of the estimated costs for that Agreement term for the first three quarters of the applicable twelve-month period. For the fourth quarter of the period THE COUNTY will invoice THE VILLAGE in accordance with the reconciliation, so that the total amount invoiced to and paid by THE VILLAGE are the actual costs to THE COUNTY of providing the services outlined in this Agreement. It is understood that if a vacancy occurs in the position allocated to THE VILLAGE that THE VILLAGE will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE VILLAGE agrees to make payment of an invoice within fifteen (15) days of receipt of such invoice from THE COUNTY.

V. TERM OF AGREEMENT

- A. The term of this Agreement is one year, commencing from July 1, 2014 and ending on June 30, 2015.

B. The Agreement may be extended for additional and successive terms unless terminated by one of the parties in the manner as provided below.

VI. AMENDMENT TO THE AGREEMENT

The Agreement may be amended or modified only by agreement of both parties in writing.

VII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated by any party upon giving ninety (90) days Notice of Termination in writing to the other parties to the Agreement. THE VILLAGE agrees to reimburse THE COUNTY for any and all expenses incurred under the terms and conditions of this Agreement up to the date of termination.

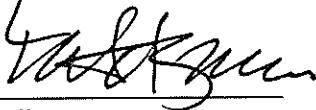
IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

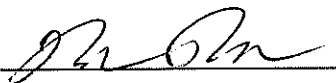
Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: 
Sheriff

Date: 6-11-14

VILLAGE OF CLEMMONS

By: 

Date: 6/25/14

**ATTACHMENT A
VILLAGE OF CLEMMONS
ESTIMATED COSTS FY 2014-2015**

| DIRECT COSTS | Total Budget for FY 2014-2015 |
|---|--|
| Salary (1 Sgt., 1 Cpl., 2 Inv., 9 Deputies) | \$ 509,077 |
| Overtime (Training Related) | \$ 11,500 |
| Standard Fringe Benefits | \$ 193,755 |
| Separation Allowance | \$ 38,181 |
| Law Enforcement 401(k) | \$ 27,999 |
| OPEB | \$ 10,691 |
| Teleprocessing | \$ - |
| Insurance Premiums | \$ 4,300 |
| Training & Conference | \$ 3,500 |
| Office Supplies | \$ 500 |
| Small Equipment | \$ 5,750 |
| Uniforms | \$ 5,200 |
| Books, Subscriptions & Media | \$ 500 |
| Operating Supplies | \$ 6,300 |
| Claims | \$ 5,000 |
| Memberships & Dues | \$ 50 |
| Emergency Vehicles | \$ - |
| Capital Equipment | \$ - |
| Total Direct Costs | <u>\$ 822,302</u> |

| INDIRECT COSTS | Total Indirect Costs |
|--|---------------------------------|
| Fleet Operating - 13 vehicles 241,424 X \$0.434 per mile | \$ 104,778 |
| Fleet Capital Recovery - 13 vehicles (Est. \$26,000, 5 yr life, \$4,000 surplus value) | \$ 57,200 |
| Total Indirect Costs | <u>\$ 161,978</u> |

| ADMINISTRATIVE COSTS | Total Admin. Costs |
|-----------------------------|-------------------------------|
| FCSO Administrative Fee | \$ 74,349 |

| | |
|--------------------------|---------------------|
| TOTAL ANNUAL COST | <u>\$ 1,058,629</u> |
|--------------------------|---------------------|

ADMINISTRATIVE FEE CALCULATION- FY 2014-2015

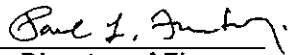
| OCA | DIVISION TITLE | BASE REQUEST | % OF Budget | ADMIN DISTRIBUTION |
|--------|---------------------------------------|--------------|-------------|--------------------|
| 150001 | Administration | 1,957,896 | 4.57% | 177,025 |
| 150002 | Victim Services | 100,513 | 0.23% | 9,088 |
| 150011 | Sheriff Human Resources | 402,006 | 0.94% | 36,348 |
| 150012 | Administrative Services | 264,869 | 0.62% | 23,948 |
| 150016 | JAG 2010 DJ BX 0412 | - | 0.00% | - |
| 150017 | JAG 2012 DJ BX 1043 | 92,687 | 0.22% | 8,380 |
| 150019 | COPS 2010-CK-WX-0696 | - | 0.00% | - |
| 150030 | Information Technology | 1,631,923 | 3.81% | 147,552 |
| 150031 | Professional Standards & Inspections | 506,460 | 1.18% | 45,792 |
| 150032 | Fleet & Procurement | 489,704 | 1.14% | 44,277 |
| 150033 | Homeland Security | 10,095 | 0.02% | 913 |
| 150040 | Special Response Teams | 101,435 | 0.24% | 9,171 |
| 151001 | Patrol | 4,302,077 | 10.05% | 388,976 |
| 151002 | Reserves | 3,700 | 0.01% | 335 |
| 151004 | Domestic Violence | 252,887 | 0.59% | 22,865 |
| 151010 | Clemmons | 822,302 | 1.92% | 74,349 |
| 151012 | Lewisville | 400,974 | 0.94% | 36,254 |
| 151013 | Rural Hall | 127,044 | 0.30% | 11,487 |
| 152001 | Detectives | 1,311,930 | 3.06% | 118,619 |
| 152002 | Crime Scene Investigations | 466,681 | 1.09% | 42,195 |
| 152003 | Crime Prevention | 105,759 | 0.25% | 9,562 |
| 152004 | Property and Evidence | 157,168 | 0.37% | 14,210 |
| 153001 | Civil & Executions | 1,425,463 | 3.33% | 128,885 |
| 153002 | Records/Pistol Permit | 758,098 | 1.77% | 68,544 |
| 154001 | Communications | 1,261,328 | 2.95% | 114,044 |
| 154002 | School Resource Officers | 754,419 | 1.76% | 68,212 |
| 154004 | Enforcement - Training | 401,265 | 0.94% | 36,281 |
| 155001 | Narcotics | 481,512 | 1.12% | 43,536 |
| 156001 | Detention Facility Operations | 16,782,928 | 39.20% | 1,517,444 |
| 156002 | Detention Inmate Medical Services | 4,400,000 | 10.28% | 397,830 |
| 156003 | Court Services | 1,704,585 | 3.98% | 154,122 |
| 156004 | Detention Inmate Welfare | 11,850 | 0.03% | 1,071 |
| 156005 | Transportation | 644,426 | 1.51% | 58,266 |
| 156006 | Detention Training | 150,082 | 0.35% | 13,570 |
| 156007 | Community Court Services | 111,797 | 0.26% | 10,108 |
| 158001 | Equitable Distribution Fund Purchases | 210,000 | 0.49% | 18,987 |
| 159005 | GHSP - DWI Joint Task Force Grant | 59,674 | 0.14% | 5,395 |
| 161012 | JAG 2011 DJ-BX-2909 | 60,102 | 0.14% | 5,434 |
| 161013 | JAG 2012 DJ BX 1163 | 84,820 | 0.20% | 7,669 |
| | | 42,810,459 | 100.00% | 3,870,748 |

Contract #2015-0021-00: Village of Clemmons Community Policing

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/9/2014

Date



Director of Finance

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL
FOR COMMUNITY POLICING SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Town of Rural Hall for the provision of two (2) law enforcement officers by the Forsyth County Sheriff's Office, including two deputies, to provide law enforcement services within the corporate boundaries of the Town of Rural Hall for a three year period from July 1, 2014 through June 30, 2017 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$141,897, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the attached agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2015-0011-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Rural Hall is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 28th day of July 2014.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2014, by and among THE TOWN OF RURAL HALL, hereinafter referred to as "THE TOWN" and FORSYTH COUNTY, hereinafter referred to as "THE COUNTY," on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "FCSO" as follows:

WITNESSETH:

WHEREAS THE TOWN has a desire and a need to provide law enforcement officers within its corporate boundaries in order to keep the peace, to enforce the criminal laws of the State of North Carolina, to enforce the ordinances established by THE COUNTY and THE TOWN and to maintain order in their town; and

WHEREAS THE COUNTY is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, et.seq; and

WHEREAS THE COUNTY acting through the FCSO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from the Sheriff's Office to be assigned to THE TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN AGREES:

- A. To reimburse THE COUNTY for 100% of the contracted costs for law enforcement officers, which costs include: the officers' salaries and employee benefits, their uniforms, equipment, and vehicle replacement that is considered standard issue equipment; and all other operating and administrative expenses listed on Attachment A for two (2) Deputy Sheriffs as estimated in Attachment A. In the event that more officers are requested to be assigned, the costs will be itemized for each additional officer requested to be assigned to THE TOWN;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event THE TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN agrees to pay those additional costs associated with those additional officers as are designated by THE COUNTY. Actual costs shall be determined according to Section IV hereinbelow.

II. FORSYTH COUNTY AGREES:

- A. To provide two (2) Deputy Sheriffs, fully equipped and fully trained law enforcement officer for duty in THE TOWN as soon as possible after the date of this agreement.
- B. To provide the necessary Police Professional Liability Insurance to protect THE COUNTY and the FCSO.

III. THE PARTIES AGREE:

That the law enforcement officers assigned to THE TOWN pursuant to this Agreement remain employees of the Forsyth County Sheriff at all times during the term of this Agreement. Under the general concept of community-based policing, these officers will be responsible for performing law enforcement duties within THE TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN agrees to obtain prior written approval from the Sheriff or his designee before assigning an officer provided under this Agreement to perform other or additional duties.

Notwithstanding the above, the parties understand and agree that the Forsyth County Sheriff's primary responsibility at all times is law enforcement and safety within all of Forsyth County and that circumstances may arise wherein the Sheriff determines it necessary to reassign one or more officers from THE TOWN for a given period of time in order to meet that primary responsibility.

IV. METHOD OF PAYMENT OF REIMBURSABLE EXPENSES

- A. It is understood and agreed that the estimated cost to THE TOWN shall be described in Attachment A for the upcoming year and for each following year of the contract.
- B. The parties agree that on or prior to March 31st, THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for each subsequent twelve-month period of the Agreement. The parties agree that the actual costs of the providing services under this Agreement cannot be known prior to the completion of any particular twelve-month (June 30 – July 1) period of the Agreement. The parties agree that THE COUNTY will invoice THE TOWN on a quarterly basis for 25% of the estimated costs for that Agreement term for the first three quarters of the applicable twelve-month period. For the fourth quarter of the period THE COUNTY will invoice THE TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN are the actual costs to THE COUNTY of providing the services outlined in this Agreement. It is understood that if a vacancy occurs in the position allocated to THE TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN agrees to make payment of an invoice within fifteen (15) days of receipt of such invoice from THE COUNTY.

V. TERM OF AGREEMENT

- A. The term of this Agreement is three years, commencing from July 1, 2014 and ending on June 30, 2017.
- B. The Agreement may be extended for additional and successive terms unless terminated by one of the parties in the manner as provided below.

VI. AMENDMENT TO THE AGREEMENT

The Agreement may be amended or modified only by agreement of both parties in writing.

VII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated by any party upon giving ninety (90) days Notice of Termination in writing to the other parties to the Agreement. THE TOWN agrees to reimburse THE COUNTY for any and all expenses incurred under the terms and conditions of this Agreement up to the date of termination.

IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: *[Signature]*
Sheriff

Date: 7/29/14

TOWN OF RURAL HALL

By: *[Signature]*

Date: 6/9/14



**ATTACHMENT A
TOWN OF RURAL HALL
ESTIMATED COSTS FOR FY 2014-2015**

| DIRECT COSTS | 1 Deputy (12 Mo. Payable by Rural Hall) | 1 Deputy (Prorated) Payable by Rural Hall)* | Total Payable by Rural Hall | Payable by County of Forsyth (Prorated) | Payable by FCSO | Total Budget for FY 2014-2015 |
|------------------------------|---|---|-----------------------------|---|-----------------|-------------------------------|
| Deputy Sheriff (2) | \$ 41,881 | \$ 28,056 | \$ 69,937 | \$ 6,894 | \$ - | \$ 76,831 |
| Overtime (Training Related) | \$ 125 | \$ 100 | \$ 225 | \$ 25 | \$ - | \$ 250 |
| Standard Fringe Benefits | \$ 15,813 | \$ 10,596 | \$ 26,408 | \$ 2,604 | \$ - | \$ 29,012 |
| Separation Allowance | \$ 3,141 | \$ 2,104 | \$ 5,245 | \$ 517 | \$ - | \$ 5,762 |
| Law Enforcement 401(k) | \$ 2,303 | \$ 1,543 | \$ 3,847 | \$ 379 | \$ - | \$ 4,226 |
| OPEB | \$ 879 | \$ 589 | \$ 1,469 | \$ 145 | \$ - | \$ 1,613 |
| Teleprocessing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance Premiums | \$ - | \$ - | \$ 400 | \$ - | \$ - | \$ 400 |
| Training & Conference | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office Supplies | \$ - | \$ - | \$ 100 | \$ - | \$ - | \$ 100 |
| Small Equipment | \$ - | \$ - | \$ 3,200 | \$ - | \$ - | \$ 3,200 |
| Uniforms | \$ - | \$ - | \$ 1,300 | \$ - | \$ - | \$ 1,300 |
| Books, Subscriptions & Media | \$ - | \$ - | \$ 150 | \$ - | \$ - | \$ 150 |
| Operating Supplies | \$ - | \$ - | \$ 2,800 | \$ - | \$ - | \$ 2,800 |
| Claims | \$ - | \$ - | \$ 1,400 | \$ - | \$ - | \$ 1,400 |
| Memberships & Dues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Emergency Vehicles | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Direct Costs | \$ 64,142 | \$ 42,989 | \$ 116,481 | \$ 10,564 | \$ - | \$ 127,045 |

| INDIRECT COSTS | 1 Deputy (12 Mo. Payable by Rural Hall) | 1 Deputy (9 Mo. Payable by Rural Hall) | Total Payable by Rural Hall | Payable by County of Forsyth (3 mo.) | Payable by FCSO | Total Budget for FY 2014-2015 |
|--|---|--|-----------------------------|--------------------------------------|-----------------|-------------------------------|
| Fleet Operating - (2) vehicles (32,813 miles @ \$0.1563/mile) | \$ - | \$ - | \$ 5,129 | | \$ - | \$ 5,129 |
| Fleet Capital Recovery - 2 vehicles (Est. \$26,000, 5 yr life, \$4,000 surplus value) | \$ - | \$ - | \$ 8,800 | | \$ - | \$ 8,800 |
| Total Indirect Costs | \$ - | \$ - | \$ 13,929 | \$ - | \$ - | \$ 13,929 |

| ADMINISTRATIVE COSTS | 1 Deputy (12 Mo. Payable by Rural Hall) | 1 Deputy (9 Mo. Payable by Rural Hall) | Total Payable by Rural Hall | Payable by County of Forsyth (3 mo.) | Payable by FCSO | Total Budget for FY 2014-2015 |
|-----------------------------|---|--|-----------------------------|--------------------------------------|-----------------|-------------------------------|
| FCSO Administrative Fee | \$ - | \$ - | \$ 11,487 | \$ - | \$ - | \$ 11,487 |

| | | | | | | |
|--------------------------|------------------|------------------|-------------------|------------------|-------------|-------------------|
| TOTAL ANNUAL COST | \$ 64,142 | \$ 42,989 | \$ 141,897 | \$ 10,564 | \$ - | \$ 152,460 |
|--------------------------|------------------|------------------|-------------------|------------------|-------------|-------------------|

*This position is prorated as of the effective date of contract #2011-34 (80.27% Rural Hall/19.73% Forsyth County)

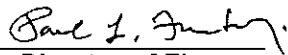
ESTIMATED ADMINISTRATIVE FEE CALCULATION- FY 2014-2015

| OCA | DIVISION TITLE | BASE REQUEST | % OF Budget | ADMIN DISTRIBUTION |
|--------|---------------------------------------|--------------|-------------|--------------------|
| 150001 | Administration | 1,957,896 | 4.57% | 177,025 |
| 150002 | Victim Services | 100,513 | 0.23% | 9,088 |
| 150011 | Sheriff Human Resources | 402,006 | 0.94% | 36,348 |
| 150012 | Administrative Services | 264,869 | 0.62% | 23,948 |
| 150016 | JAG 2010 DJ BX 0412 | - | 0.00% | - |
| 150017 | JAG 2012 DJ BX 1043 | 92,687 | 0.22% | 8,380 |
| 150019 | COPS 2010-CK-WX-0696 | - | 0.00% | - |
| 150030 | Information Technology | 1,631,923 | 3.81% | 147,552 |
| 150031 | Professional Standards & Inspections | 506,460 | 1.18% | 45,792 |
| 150032 | Fleet & Procurement | 489,704 | 1.14% | 44,277 |
| 150033 | Homeland Security | 10,095 | 0.02% | 913 |
| 150040 | Special Response Teams | 101,435 | 0.24% | 9,171 |
| 151001 | Patrol | 4,302,077 | 10.05% | 388,976 |
| 151002 | Reserves | 3,700 | 0.01% | 335 |
| 151004 | Domestic Violence | 252,887 | 0.59% | 22,865 |
| 151010 | Clemmons | 822,302 | 1.92% | 74,349 |
| 151012 | Lewisville | 400,974 | 0.94% | 36,254 |
| 151013 | Rural Hall | 127,045 | 0.30% | 11,487 |
| 152001 | Detectives | 1,311,930 | 3.06% | 118,619 |
| 152002 | Crime Scene Investigations | 466,681 | 1.09% | 42,195 |
| 152003 | Crime Prevention | 105,759 | 0.25% | 9,562 |
| 152004 | Property and Evidence | 157,168 | 0.37% | 14,210 |
| 153001 | Civil & Executions | 1,425,463 | 3.33% | 128,885 |
| 153002 | Records/Pistol Permit | 758,098 | 1.77% | 68,544 |
| 154001 | Communications | 1,261,328 | 2.95% | 114,044 |
| 154002 | School Resource Officers | 754,419 | 1.76% | 68,212 |
| 154004 | Enforcement - Training | 401,265 | 0.94% | 36,281 |
| 155001 | Narcotics | 481,512 | 1.12% | 43,536 |
| 156001 | Detention Facility Operations | 16,782,928 | 39.20% | 1,517,444 |
| 156002 | Detention Inmate Medical Services | 4,400,000 | 10.28% | 397,830 |
| 156003 | Court Services | 1,704,585 | 3.98% | 154,122 |
| 156004 | Detention Inmate Welfare | 11,850 | 0.03% | 1,071 |
| 156005 | Transportation | 644,426 | 1.51% | 58,266 |
| 156006 | Detention Training | 150,082 | 0.35% | 13,570 |
| 156007 | Community Court Services | 111,797 | 0.26% | 10,108 |
| 158001 | Equitable Distribution Fund Purchases | 210,000 | 0.49% | 18,987 |
| 159005 | GHSP - DWI Joint Task Force Grant | 59,674 | 0.14% | 5,395 |
| 161012 | JAG 2011 DJ-BX-2909 | 60,102 | 0.14% | 5,434 |
| 161013 | JAG 2013 DJ BX 1163 | 84,820 | 0.20% | 7,669 |
| | | 42,810,460 | 100.00% | 3,870,748 |

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/2/2014

Date



Director of Finance

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR COMMUNITY POLICING SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Town of Walkertown for the provision of one (1) law enforcement officer by the Forsyth County Sheriff's Office, including one deputy, to provide law enforcement services within the corporate boundaries of the Town of Walkertown for a three year period from July 1, 2014 through June 30, 2017 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$43,955, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the attached agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2015-0010-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Walkertown is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 28th day of July 2014.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2014, by and among THE TOWN OF WALKERTOWN, hereinafter referred to as "THE TOWN" and FORSYTH COUNTY, hereinafter referred to as "THE COUNTY," on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "FCSO" as follows:

WITNESSETH:

WHEREAS THE TOWN has a desire and a need to provide law enforcement officers within its corporate boundaries in order to keep the peace, to enforce the criminal laws of the State of North Carolina, to enforce the ordinances established by THE COUNTY and THE TOWN and to maintain order in their town; and

WHEREAS THE COUNTY is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, et.seq; and

WHEREAS THE COUNTY acting through the FCSO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from the Sheriff's Office to be assigned to THE TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN AGREES:

- A. To reimburse THE COUNTY for 50% officer's salaries and employee benefits, and 100% of Fleet Capital Recovery (vehicle and in-car camera) for one (1) Deputy Sheriff as estimated in Attachment A, column labeled, "Payable by Walkertown." In the event that more officers are requested to be assigned, the costs will be itemized for each additional officer requested to be assigned to THE TOWN. The COUNTY will be responsible for 50% of officer's salaries and employee benefits, and the FCSO will purchase all initial operating supplies and equipment required for the deputy position, and 100% of vehicle mileage costs as estimated in Attachment A, column labeled, "Payable by FCSO."
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event THE TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN agrees to pay those additional costs associated with those additional officers as are designated by THE COUNTY. Actual costs shall be determined according to Section IV hereinbelow.

II. FORSYTH COUNTY AGREES:

- A. To provide one (1) Deputy Sheriff, fully equipped and fully trained law enforcement officer for duty in THE TOWN as soon as possible after the date of this agreement.

- B. To provide the necessary Police Professional Liability Insurance to protect THE COUNTY and the FCSO.

III. THE PARTIES AGREE:

That the law enforcement officer assigned to THE TOWN pursuant to this Agreement remains an employee of the Forsyth County Sheriff at all times during the term of this Agreement. Under the general concept of community-based policing, these officers will be responsible for performing law enforcement duties within THE TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN agrees to obtain prior written approval from the Sheriff or his designee before assigning an officer provided under this Agreement to perform other or additional duties.

Notwithstanding the above, the parties understand and agree that the Forsyth County Sheriff's primary responsibility at all times is law enforcement and safety within all of Forsyth County and that circumstances may arise wherein the Sheriff determines it necessary to reassign one or more officers from THE TOWN for a given period of time in order to meet that primary responsibility.

IV. METHOD OF PAYMENT OF REIMBURSABLE EXPENSES

- A. It is understood and agreed that the estimated cost to THE TOWN shall be described in Attachment A for the upcoming year and for each following year of the contract.
- B. The parties agree that on or prior to March 31st, THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for each subsequent twelve-month period of the Agreement. The parties agree that the actual costs of the providing services under this Agreement cannot be known prior to the completion of any particular twelve-month (June 30 – July 1) period of the Agreement. The parties agree that THE COUNTY will invoice THE TOWN on a quarterly basis for 25% of the estimated costs for that Agreement term for the first three quarters of the applicable twelve-month period. For the fourth quarter of the period THE COUNTY will invoice THE TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN are the actual costs to THE COUNTY of providing the services outlined in this Agreement. It is understood that if a vacancy occurs in the position allocated to THE TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN agrees to make payment of an invoice within fifteen (15) days of receipt of such invoice from THE COUNTY.

V. TERM OF AGREEMENT

- A. The term of this Agreement is three years, commencing from July 1, 2014 and ending on June 30, 2017.
- B. The Agreement may be extended for additional and successive terms unless terminated by one of the parties in the manner as provided below.

VI. AMENDMENT TO THE AGREEMENT

The Agreement may be amended or modified only by agreement of both parties in writing.

VII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated by any party upon giving ninety (90) days Notice of Termination in writing to the other parties to the Agreement. THE TOWN agrees to reimburse THE COUNTY for any and all expenses incurred under the terms and conditions of this Agreement up to the date of termination.

IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: *[Signature]*
Sheriff

Date: *5/29/14*

TOWN OF WALKERTOWN

By: *[Signature]*

Date: *6-17-2014*



**ATTACHMENT A
TOWN OF WALKERTOWN
ESTIMATED COSTS FOR FY 2014-2015**

| DIRECT COSTS | Payable by Walkertown | Payable by County of Forsyth | Payable by FCSSO | Total Budget for FY 2014-2015 |
|------------------------------|-----------------------|------------------------------|------------------|-------------------------------|
| Deputy Sheriff- (1) | \$ 18,442 | \$ 18,442 | \$ - | \$ 36,883 |
| Overtime (Training Related) | \$ 125 | \$ 125 | \$ - | \$ 250 |
| Standard Fringe Benefits | \$ 7,070 | \$ 7,070 | \$ - | \$ 14,139 |
| Separation Allowance | \$ 1,383 | \$ 1,383 | \$ - | \$ 2,766 |
| Law Enforcement 401(k) | \$ 1,014 | \$ 1,014 | \$ - | \$ 2,029 |
| OPEB | \$ 387 | \$ 387 | \$ - | \$ 775 |
| Teleprocessing | | \$ - | \$ - | \$ - |
| Insurance Premiums | | \$ 200 | \$ - | \$ 200 |
| Training & Conference | | \$ - | \$ - | \$ - |
| Office Supplies | | \$ - | \$ - | \$ - |
| Small Equipment | | \$ - | \$ 22,239 | \$ 22,239 |
| Uniforms | | \$ - | \$ 1,669 | \$ 1,669 |
| Books, Subscriptions & Media | | \$ - | \$ - | \$ - |
| Operating Supplies | | \$ - | \$ 1,354 | \$ 1,354 |
| Claims | | \$ 700 | \$ - | \$ 700 |
| Memberships & Dues | | \$ - | \$ - | \$ - |
| Emergency Vehicles | | \$ - | \$ 24,300 | \$ 24,300 |
| Capital Equipment | | \$ - | \$ 5,000 | \$ 5,000 |
| Total Direct Costs | \$ 28,421 | \$ 29,321 | \$ 54,562 | \$ 112,303 |

| DIRECT COST OF ONE DEPUTY | |
|----------------------------------|-------------------|
| Salary | \$ 36,883 |
| Overtime (Training) | \$ 250 |
| Fringe | \$ 14,139 |
| Separation Allowance | \$ 2,766 |
| 401k | \$ 2,029 |
| OPEB | \$ 775 |
| Insurance Premiums | \$ 200 |
| Claims | \$ 700 |
| Uniforms | \$ 1,669 |
| Small Equipment | \$ 22,239 |
| Operating Supplies | \$ 1,354 |
| Emergency Vehicle | \$ 24,300 |
| Capital Equipment | \$ 5,000 |
| | \$ 112,303 |

| | |
|------------|-------------------|
| Walkertown | \$ 28,421 |
| County | \$ 29,321 |
| FCSSO | \$ 54,562 |
| | \$ 112,303 |

| INDIRECT COSTS | Payable by Walkertown | Payable by County of Forsyth | Payable by FCSSO | Total Budget for FY 2014-2015 |
|---|-----------------------|------------------------------|------------------|-------------------------------|
| Fleet Operating - (1) vehicle (13,856 miles @ \$0.434/mile) | \$ - | \$ 6,014 | \$ - | \$ 6,014 |
| Fleet Capital Recovery - 1 vehicle (Est. \$26,000, 5 yr life, \$4,000 surplus value) | \$ 4,400 | \$ - | \$ - | \$ 4,400 |
| Camera (Est. \$5,000, 5 Yr life, \$0 surplus value) | \$ 1,000 | | | \$ 1,000 |
| Total Indirect Costs | \$ 5,400 | \$ 6,014 | \$ - | \$ 11,414 |

| ADMINISTRATIVE COSTS | Payable by Walkertown | Payable by County of Forsyth | Payable by FCSSO | Total Budget for FY 2014-2015 |
|-----------------------------|-----------------------|------------------------------|------------------|-------------------------------|
| FCSSO Administrative Fee | \$ 10,134 | \$ - | \$ - | \$ 10,134 |

| | | | | |
|--------------------------|------------------|------------------|------------------|-------------------|
| TOTAL ANNUAL COST | \$ 43,955 | \$ 35,334 | \$ 54,562 | \$ 133,851 |
|--------------------------|------------------|------------------|------------------|-------------------|

1. Single Deputy Cost does not include Fleet Operating, Capital Recovery, or Administrative Fee

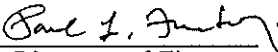
ESTIMATED ADMINISTRATIVE FEE CALCULATION- FY 2014-2015

| OCA | DIVISION TITLE | BASE REQUEST | % OF Budget | ADMIN DISTRIBUTION |
|--------|---------------------------------------|--------------|-------------|--------------------|
| 150001 | Administration | 1,957,896 | 4.56% | 176,669 |
| 150002 | Victim Services | 100,513 | 0.23% | 9,070 |
| 150011 | Sheriff Human Resources | 402,006 | 0.94% | 36,275 |
| 150012 | Administrative Services | 264,869 | 0.62% | 23,900 |
| 150016 | JAG 2010 DJ BX 0412 | - | 0.00% | - |
| 150017 | JAG 2012 DJ BX 1043 | 92,687 | 0.22% | 8,364 |
| 150019 | COPS 2010-CK-WX-0696 | - | 0.00% | - |
| 150030 | Information Technology | 1,631,923 | 3.80% | 147,255 |
| 150031 | Professional Standards & Inspections | 506,460 | 1.18% | 45,700 |
| 150032 | Fleet & Procurement | 489,704 | 1.14% | 44,188 |
| 150033 | Homeland Security | 10,095 | 0.02% | 911 |
| 150040 | Special Response Teams | 101,435 | 0.24% | 9,153 |
| 151001 | Patrol | 4,302,077 | 10.03% | 388,195 |
| 151002 | Reserves | 3,700 | 0.01% | 334 |
| 151004 | Domestic Violence | 252,887 | 0.59% | 22,819 |
| 151010 | Clemmons | 806,733 | 1.88% | 72,795 |
| 151012 | Lewisville | 400,974 | 0.93% | 36,182 |
| 151013 | Rural Hall | 116,530 | 0.27% | 10,515 |
| | Walkertown | 112,303 | 0.26% | 10,134 |
| 152001 | Detectives | 1,311,930 | 3.06% | 118,381 |
| 152002 | Crime Scene Investigations | 466,681 | 1.09% | 42,111 |
| 152003 | Crime Prevention | 105,759 | 0.25% | 9,543 |
| 152004 | Property and Evidence | 157,168 | 0.37% | 14,182 |
| 153001 | Civil & Executions | 1,425,463 | 3.32% | 128,626 |
| 153002 | Records/Pistol Permit | 758,098 | 1.77% | 68,406 |
| 154001 | Communications | 1,261,328 | 2.94% | 113,815 |
| 154002 | School Resource Officers | 754,419 | 1.76% | 68,074 |
| 154004 | Enforcement - Training | 401,265 | 0.94% | 36,208 |
| 155001 | Narcotics | 481,512 | 1.12% | 43,449 |
| 156001 | Detention Facility Operations | 16,782,928 | 39.12% | 1,514,394 |
| 156002 | Detention Inmate Medical Services | 4,400,000 | 10.26% | 397,031 |
| 156003 | Court Services | 1,704,585 | 3.97% | 153,812 |
| 156004 | Detention Inmate Welfare | 11,850 | 0.03% | 1,069 |
| 156005 | Transportation | 644,426 | 1.50% | 58,149 |
| 156006 | Detention Training | 150,082 | 0.35% | 13,543 |
| 156007 | Community Court Services | 111,797 | 0.26% | 10,088 |
| 158001 | Equitable Distribution Fund Purchases | 210,000 | 0.49% | 18,949 |
| 159005 | GHSP - DWI Joint Task Force Grant | 59,674 | 0.14% | 5,385 |
| 161012 | JAG 2011 DJ-BX-2909 | 60,102 | 0.14% | 5,423 |
| 161013 | JAG 2013 DJ BX 1163 | 84,820 | 0.20% | 7,654 |
| | | 42,896,679 | 100.00% | 3,870,748 |

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/8/2014

Date



Director of Finance

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE
FOR COMMUNITY POLICING SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Town of Lewisville for the provision of six (6) law enforcement officers by the Forsyth County Sheriff's Office, including one corporal and five deputies, to provide law enforcement services within the corporate boundaries of the Town of Lewisville for a three year period from July 1, 2014 through June 30, 2017 in a manner consistent with the financial and other provisions of the attached agreement, which is incorporated herein by reference, at an estimated first year cost to the Town of \$513,085, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the attached agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2015-0009-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Lewisville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 28th day of July 2014.

COUNTY OF FORSYTH

THIS AGREEMENT is entered into this the 1st day of July, 2014, by and among THE TOWN OF LEWISVILLE, hereinafter referred to as "THE TOWN" and FORSYTH COUNTY, hereinafter referred to as "THE COUNTY," on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "FCSO" as follows:

WITNESSETH:

WHEREAS THE TOWN has a desire and a need to provide law enforcement officers within its corporate boundaries in order to keep the peace, to enforce the criminal laws of the State of North Carolina, to enforce the ordinances established by THE COUNTY and THE TOWN and to maintain order in their TOWN; and

WHEREAS THE COUNTY is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, et.seq; and

WHEREAS THE COUNTY acting through the FCSO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from the Sheriff's Office to be assigned to THE TOWN at the expense of THE TOWN;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

I. THE TOWN AGREES:

- A. To reimburse THE COUNTY for 100% of the contracted costs for law enforcement officers, which costs include: the officers' salaries and employee benefits, their uniforms, equipment, and vehicle replacement that is considered standard issue equipment; and all other operating and administrative expenses listed on Attachment A for, one (1) Corporal and five (5) Deputy Sheriff's as estimated in Attachment A. In the event that more officers are requested to be assigned, the costs will be itemized for each additional officer requested to be assigned to THE TOWN;
- B. To reimburse THE COUNTY for the actual costs associated with the provision of law enforcement officers assigned to THE TOWN as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event THE TOWN requests assignment to it of additional officers beyond the number identified in this Agreement, THE TOWN agrees to pay those additional costs associated with those additional officers as are designated by THE COUNTY. Actual costs shall be determined according to Section IV hereinbelow.

II. FORSYTH COUNTY AGREES:

- A. To provide one (1) Corporal, and five (5) Deputy Sheriffs, fully equipped and fully trained law enforcement officers for duty in THE TOWN as soon as possible after the date of this agreement.

- B. To provide the necessary Police Professional Liability Insurance to protect THE COUNTY and the FCSO.

III. THE PARTIES AGREE:

That the law enforcement officers assigned to THE TOWN pursuant to this Agreement remain employees of the Forsyth County Sheriff at all times during the term of this Agreement. Under the general concept of community-based policing, these officers will be responsible for performing law enforcement duties within THE TOWN to include, but not be limited to: patrolling within THE TOWN; answering calls for service within THE TOWN; conducting general security checks within THE TOWN; and providing information and education to the public within THE TOWN and otherwise interacting with residents and visitors within THE TOWN. THE TOWN agrees to obtain prior written approval from the Sheriff or his designee before assigning an officer provided under this Agreement to perform other or additional duties.

Notwithstanding the above, the parties understand and agree that the Forsyth County Sheriff's primary responsibility at all times is law enforcement and safety within all of Forsyth County and that circumstances may arise wherein the Sheriff determines it necessary to reassign one or more officers from THE TOWN for a given period of time in order to meet that primary responsibility.

IV. METHOD OF PAYMENT OF REIMBURSABLE EXPENSES

- A. It is understood and agreed that the estimated cost to THE TOWN shall be described in Attachment A for the upcoming year and for each following year of the contract.
- B. The parties agree that on or prior to March 31st, THE COUNTY will provide THE TOWN with an estimate of the costs which will be due and payable from THE TOWN to THE COUNTY for the provision of services under this Agreement for each subsequent twelve-month period of the Agreement. The parties agree that the actual costs of the providing services under this Agreement cannot be known prior to the completion of any particular twelve-month (June 30 – July 1) period of the Agreement. The parties agree that THE COUNTY will invoice THE TOWN on a quarterly basis for 25% of the estimated costs for that Agreement term for the first three quarters of the applicable twelve-month period. For the fourth quarter of the period THE COUNTY will invoice THE TOWN in accordance with the reconciliation, so that the total amount invoiced to and paid by THE TOWN are the actual costs to THE COUNTY of providing the services outlined in this Agreement. It is understood that if a vacancy occurs in the position allocated to THE TOWN that THE TOWN will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.
- C. THE TOWN agrees to make payment of an invoice within fifteen (15) days of receipt of such invoice from THE COUNTY.

V. TERM OF AGREEMENT

- A. The term of this Agreement is three years, commencing from July 1, 2014 and ending on June 30, 2017.
- B. The Agreement may be extended for additional and successive terms unless terminated by one of the parties in the manner as provided below.

VI. AMENDMENT TO THE AGREEMENT

The Agreement may be amended or modified only by agreement of both parties in writing.

VII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated by any party upon giving ninety (90) days Notice of Termination in writing to the other parties to the Agreement. The TOWN agrees to reimburse THE COUNTY for any and all expenses incurred under the terms and conditions of this Agreement up to the date of termination.

IN WITNESS WHEREOF the hereto parties have executed this Agreement the date and year first written above.

COUNTY OF FORSYTH

By: _____
County Manager

Date: _____

FORSYTH COUNTY SHERIFF'S OFFICE

By: _____
Sheriff

Date: _____

TOWN OF LEWISVILLE

By: _____

Date: _____

**ATTACHMENT A
TOWN OF LEWISVILLE
ESTIMATED COSTS FOR FY 2014-2015**

| DIRECT COSTS | Total Budget for FY 2014-2015 |
|--------------------------------|--|
| Salary (1 Cpl. and 5 Deputies) | \$ 243,819 |
| Overtime (Training Related) | \$ 6,300 |
| Standard Fringe Benefits | \$ 94,188 |
| Separation Allowance | \$ 18,286 |
| Law Enforcement 401(k) | \$ 13,410 |
| OPEB | \$ 5,120 |
| Teleprocessing | \$ 1,050 |
| Insurance Premiums | \$ 2,100 |
| Training & Conference | \$ - |
| Office Supplies | \$ 200 |
| Small Equipment | \$ 6,100 |
| Uniforms | \$ 2,200 |
| Books, Subscriptions & Media | \$ 600 |
| Operating Supplies | \$ 3,700 |
| Claims | \$ 3,900 |
| Memberships & Dues | \$ - |
| Emergency Vehicles | \$ - |
| Capital Equipment | \$ - |
| Total Direct Costs | \$ 400,974 |

| INDIRECT COSTS | Total Indirect Costs |
|---|---------------------------------|
| Fleet Operating - 6 VEHICLES 113,904 miles @ \$0.434) | \$ 49,434 |
| Fleet Capital Recovery - 6 vehicles (Est. \$26,000, 5 yr life, \$4,000 surplus value) | \$ 26,400 |
| Total Indirect Costs | \$ 75,834 |

| ADMINISTRATIVE COSTS | Total Admin Costs |
|-----------------------------|------------------------------|
| FCSO Administrative Fee | \$ 36,277 |

| | |
|--------------------------|-------------------|
| TOTAL ANNUAL COST | \$ 513,085 |
|--------------------------|-------------------|

ADMINISTRATIVE FEE CALCULATION- FY 2014-2015

| OCA | DIVISION TITLE | BASE REQUEST | % OF Budget | ADMIN DISTRIBUTION |
|--------|---------------------------------------|--------------|-------------|--------------------|
| 150001 | Administration | 1,957,896 | 4.58% | 177,133 |
| 150002 | Victim Services | 100,513 | 0.23% | 9,094 |
| 150011 | Sheriff Human Resources | 402,006 | 0.94% | 36,370 |
| 150012 | Administrative Services | 264,869 | 0.62% | 23,963 |
| 150016 | JAG 2010 DJ BX 0412 | - | 0.00% | - |
| 150017 | JAG 2012 DJ BX 1043 | 92,687 | 0.22% | 8,385 |
| 150019 | COPS 2010-CK-WX-0696 | - | 0.00% | - |
| 150030 | Information Technology | 1,631,923 | 3.81% | 147,642 |
| 150031 | Professional Standards & Inspections | 506,460 | 1.18% | 45,820 |
| 150032 | Fleet & Procurement | 489,704 | 1.14% | 44,304 |
| 150033 | Homeland Security | 10,095 | 0.02% | 913 |
| 150040 | Special Response Teams | 101,435 | 0.24% | 9,177 |
| 151001 | Patrol | 4,302,077 | 10.06% | 389,213 |
| 151002 | Reserves | 3,700 | 0.01% | 335 |
| 151004 | Domestic Violence | 252,887 | 0.59% | 22,879 |
| 151010 | Clemmons | 806,733 | 1.89% | 72,986 |
| 151012 | Lewisville | 400,974 | 0.94% | 36,277 |
| 151013 | Rural Hall | 116,530 | 0.27% | 10,543 |
| 152001 | Detectives | 1,311,930 | 3.07% | 118,692 |
| 152002 | Crime Scene Investigations | 466,681 | 1.09% | 42,221 |
| 152003 | Crime Prevention | 105,759 | 0.25% | 9,568 |
| 152004 | Property and Evidence | 157,168 | 0.37% | 14,219 |
| 153001 | Civil & Executions | 1,425,463 | 3.33% | 128,963 |
| 153002 | Records/Pistol Permit | 758,098 | 1.77% | 68,586 |
| 154001 | Communications | 1,261,328 | 2.95% | 114,114 |
| 154002 | School Resource Officers | 754,419 | 1.76% | 68,253 |
| 154004 | Enforcement - Training | 401,265 | 0.94% | 36,303 |
| 155001 | Narcotics | 481,512 | 1.13% | 43,563 |
| 156001 | Detention Facility Operations | 16,782,928 | 39.23% | 1,518,369 |
| 156002 | Detention Inmate Medical Services | 4,400,000 | 10.28% | 398,073 |
| 156003 | Court Services | 1,704,585 | 3.98% | 154,216 |
| 156004 | Detention Inmate Welfare | 11,850 | 0.03% | 1,072 |
| 156005 | Transportation | 644,426 | 1.51% | 58,302 |
| 156006 | Detention Training | 150,082 | 0.35% | 13,578 |
| 156007 | Community Court Services | 111,797 | 0.26% | 10,114 |
| 158001 | Equitable Distribution Fund Purchases | 210,000 | 0.49% | 18,999 |
| 159005 | GHSP - DWI Joint Task Force Grant | 59,674 | 0.14% | 5,399 |
| 161012 | JAG 2011 DJ-BX-2909 | 60,102 | 0.14% | 5,437 |
| 161013 | JAG 2013 DJ BX 1163 | 84,820 | 0.20% | 7,674 |
| | | 42,784,376 | 100.00% | 3,870,748 |